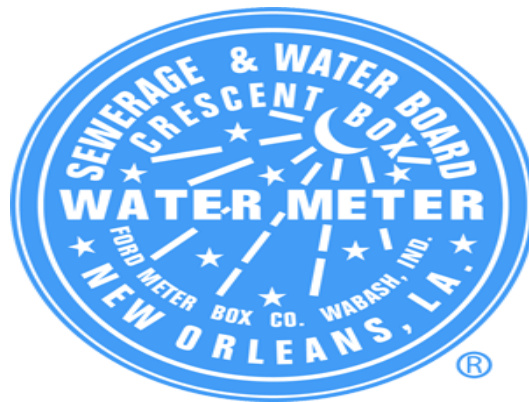


ISSUED TO _____

DATE _____

SEWERAGE AND WATER BOARD
OF NEW ORLEANS



INVITATION TO BID
LIME

REQ. NO. CM210072

PROPOSALS TO BE RECEIVED
11:00 A.M., LOCAL TIME, DECEMBER 30, 2021

SEWERAGE AND WATER BOARD OF NEW ORLEANS
SPECIFICATIONS AND FORM OF PROPOSAL
INVITATION TO BID
LIME
REQUISITION CM210072

- 1) Sealed proposals will be received by the Sewerage and Water Board of New Orleans, at the office of its Purchasing Agent, Room 133, 625 St. Joseph Street, New Orleans, Louisiana 70165, up to 11: 00 O' Clock A.M., and read at 11:30 A.M., on December 30, 2021 and publicly opened immediately thereafter, for furnishing:

LIME

in accordance with the following specifications and as called for in the Form of Proposal.

INFORMATION FOR BIDDERS

- (2) All proposals must be delivered to the Purchasing Agent of the Sewerage and Water Board, Room 133, 625 St. Joseph Street, New Orleans, Louisiana 70165, no later than 11:00 a.m. local time, of the date set for the opening of proposals, and any proposal received after that time will be returned unopened. Only one proposal must be placed in each envelope: the envelope must be sealed and addressed to the SEWERAGE AND WATER BOARD OF NEW ORLEANS, and must be marked plainly on the outside, "PROPOSAL FOR LIME.

Bid Openings will continue to occur by the Sewerage and Water Board of New Orleans but Public attendance of these can only be done via teleconference. The teleconference information is as follows:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 504-224-8698,,494540445#](#) United States, New Orleans

Phone Conference ID: 494 540 445#

All proposals must be made upon the form embodied in these specifications, this form must not be detached from the specifications and when accepted by the Sewerage and Water Board, the same shall constitute the contract.

NOTE: BIDS ON FORMS OTHER THAN THOSE PROVIDED WILL NOT BE CONSIDERED.

THE ENTIRE SPECIFICATION MUST BE PRINTED AND SENT IN AS YOUR BID.

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE WILL BE ACCEPTED. PENCIL FIGURES OR PENCIL SIGNATURES WILL DISQUALIFY BIDDER.

INQUIRY PERIOD

An inquiry period is hereby firmly set for all interested vendors to perform a detailed review of the bid documents and to submit any written questions relative thereto. Without exception, all questions **MUST** be in writing.

Inquiries are to be directed as follows:

TO: Shelita Sells
BY: email: ssells@swbno.org

The SWBNO Shall not and cannot permit an open-ended inquiry period as this creates an unwarranted delay in the procurement cycle and operations of our departments. The SWBNO reasonably expects and requires responsible and interested proposers to conduct their in-depth response review and submit inquiries in a timely manner.

All inquiries shall be received by 11:00 a.m. on December 23, 2021.

- (3) A Cashier's check or a certified check made payable to the Sewerage and Water Board of New Orleans or a bid bond acceptable to the Sewerage and Water Board must be enclosed with each proposal, and no proposal will be considered which does not comply with this requirement. Said bid bond shall be written in the same name of the party, firm or corporation offering the proposal. The amount of this deposit or bid bond shall be five (5%) of the total amount of the proposal.
- (4) The deposit(s) or bid bond(s) called for in Paragraph No. 3 above, will be retained by the Sewerage and Water Board as the property of the Bidder(s) until the Contract is awarded or all proposals are rejected. Upon the award of the Contract, the deposit(s) or bid bond(s) of all bidders other than the lowest two (2) formal bidders will be returned. The return of the deposit or bid bond of the bidder to whom the Contract is awarded is conditioned upon his signing the Contract and furnishing surety as called for in Paragraph No. 5, within ten (10) days after notification of award by the Executive Director of the Sewerage and Water Board. The Contract shall be executed and surety furnished by the successful Contractor or his authorized representative in the office of the Special Counsel of the Sewerage and Water Board, Room 201, within the time specified above. The deposit or bid bond of the next lowest bidder will be returned as soon as the Successful Bidder has executed his Contract and furnished bond. If all proposals are rejected, all deposits and bid bonds will be returned immediately.
- (5) The said bond shall be executed by a Surety company legally authorized to do business in the State of Louisiana, satisfactory to the Sewerage and Water Board, in the full amount of the Contract. Should the bidder to whom the Contract is awarded fail to appear within the specified

period and execute the aforesaid Contract and Bond as herein set forth, his deposit or bid bond shall be forfeited and shall become the property of the Sewerage and Water Board as liquidated damages, and the said bidder shall cease to have any further rights to or in the Contract. The Sewerage and Water Board may then proceed to advertise for new proposals or to award the Contract to the next lowest bidder.

- (6) Each proposal shall contain the full name and address of each person interested therein, if made by an individual, firm or co partnership. If made by a corporation, it must be signed in the name of the corporation by a duly authorized officer or agent thereof, who shall also subscribe his own name and office. If possible, the seal of the corporation must be affixed.
- (7) Any contract between the Sewerage and Water Board of New Orleans and a person or entity entered into as a result of fraud, bribery, corruption, or other criminal acts, for which a final conviction has been obtained, shall be absolutely null and shall be void and unenforceable as contrary to public policy. Any person whose conviction causes the nullity of the contract as provided shall be responsible for payment of all costs, attorneys' fees, and damages incurred in the rebidding of the contract.
- (8) Prices bid in the proposal must be written in full in words and also in figures; if there is a difference between the words and the figures in any price bid, the price written in words will be considered to be the true bid.
- (9) Erasures or other changes in the Bid Prices must be initialed by the Bidder.
- (10) Proposals from any person, firm or corporation in default upon any contract with the Sewerage and Water Board will neither be received nor considered. Any proposal which does not fully comply with all of the provisions of the "Information for Bidders" and the "Technical Specifications" will be considered informal and may be rejected.
- (11) Firm proposals are desired, and no proposal containing an escalator clause will be considered, unless the limits of escalation are clearly defined. The Sewerage and Water Board reserves the right, in case of a proposal providing for a price escalation, to add the maximum price escalation to the bid price, for the purpose of comparison of proposals only.
- (12) Permission will not be given to withdraw, alter or add to any proposal after the final time set for the receipt of sealed proposals.
- (13) Proposals will not be received from any person or party in default upon any contract with the Sewerage and Water Board; and any proposal which does not fully comply with all of the provisions of the "Information for Bidders" and the "Specifications" will be considered informal and may be rejected.
- (14) Price bid in the proposal must be written in full in words and also, in figures; if there is a difference between the words and figures in any price bid, the price written in words will be considered to be the true bid.

NOTE: ERASURES OR OTHER CHANGES IN THE BID PRICE MUST BE INITIALED BY THE BIDDER.

- (15) As of September 1, 1991, the Sewerage and Water Board is exempt from all Local, State sales and usage taxes. The Board will not reimburse any vendor for any Local, State or Usage Taxes paid.
- (16) If two or more proposals are received, equal in amount and lower than any other proposal the Board reserves the right to evaluate these proposals and to decide which proposal will be accepted. Preference will be given to home Contractors, all conditions being equal.
- (17) In the event a manufacturer or their representative should submit a Bid that does not conform to the Specifications, he shall state in a signed letter attached to the Proposal, a detailed statement outlining specifically where their product(s) deviates from the Specifications. Printed matter may not be substituted for the above. Absence of such a letter shall be construed that the product(s) bid does meet the specifications.
- (18) In accordance with R.S. 38:2212(H), the Sewerage and Water Board recommended awards based on bid results will be released via email notification to all respondents either no sooner than fourteen (14) days following the bid opening or after the recommendation of award by SWBNO or the design professional, whichever occurs first. Bidders may also telephone the Purchasing Department of the Sewerage and Water Board in order to determine the bid results. Objection by a bidder to any recommended award must be made in writing to the Purchasing Agent or Assistant Purchasing within 72 hours (excluding Saturdays, Sundays, and Holidays) after that recommended bid award notification.
- (19) The Contract will be awarded to a single bidder or to separate bidders whichever should appear to the best interest of the Board. If two or more proposals are received, equal in amount and lower than any other proposal, the Board reserves the right to evaluate these proposals and to decide which proposal will be accepted. All other conditions being equal, preference will be given in accordance with Act 318 of 1958, which is described within these specifications.
- (20) The Sewerage and Water Board reserves the right to reject any and all bids or proposals for just cause. The Board may waive informalities in the lowest bid or proposal and accept that bid or proposal if doing so would be in the Board's best interest.
- (21) The Sewerage and Water Board reserves the right to order at the unit prices bid a quantity exceeding the approximation to the extent of one hundred percent (100%) and agrees to order and pay for at least ten percent (10%) of the quantities approximated.
- (22) The unit prices bid and contracted shall cover the requirements of the Sewerage and Water Board for a period of one (1) year, with one (1) renewal option. If requested by the Contractor and approved by the Board, the renewal option would be for a period of one (1) year, **with all prices, terms and conditions of the original specifications remaining unchanged during the renewal term.**
- (23) The initial contract period will begin on February 1, 2022, and cover the requirements of the Sewerage and Water Board through January 31, 2023. The Contractor shall be prepared to begin shipments at such a time as will allow the commodity bid to reach the Sewerage and Water Board facilities by February 1, 2022. The renewal term option, if exercised by the Board, would begin on February 1, 2023, and cover the requirements of the Sewerage and Water Board through January 31, 2024.

- (24) Between ninety (90) and one hundred twenty (120) days prior to the end of the initial contract period, the Contractor shall submit a proposal to the Board (to the address specified in Paragraph 1, herein) stating his intent to renew (or not to renew) the Contract with all terms conditions and prices of the original contract remaining unchanged for the renewal term. Upon receiving and evaluating any proposals for Contract renewal, the Sewerage and Water Board will have the option to accept this proposal for the additional one (1) year term, or to reject this proposal and open the Contract for public bid if doing so would be in the best interest of the Board.
- (25) Act 1029 of the 1991 Regular Legislative Session exempts the Sewerage and Water Board from all City and State sales and use taxes. The Sewerage and Water Board will not reimburse any contractor/vendor for any such taxes.
- (26) In case of failure on the part of the Contractor to make deliveries as required by the Board, and failure on his part to prove delivery to the carrier of the amounts so required and if such failure of delivery on the part of the Contractor shall result in endangering the proper operation of its facilities, then the Sewerage and Water Board shall have the right to place the Contractor in default and if necessary to purchase its commodity requirements in the open market, and any difference in the cost to the Sewerage and Water Board of the materials so purchased, over and above, the price bid by the Contractor shall be charged to the Contractor, and the Sewerage and Water Board will retain the same from any monies due or to become due the Contractor. Contractors placed in default shall be precluded from bidding on any future requirements of the Sewerage and Water Board. It is understood, however, that the requirements of this paragraph shall not be enforced if it can be shown that failure of delivery was caused by strikes in the Contractor's plant or other causes beyond the control of the Contractor.
- (27) All bids shall remain firm for a period of seventy-five (75) days after the date of bid opening. The proposal submitted by the Lowest Bidder will be tentatively selected within 45 days by the Sewerage and Water Board at its regular monthly meeting following the opening of bids provided that the lowest bid is acceptable to the Sewerage and Water Board.

ACT 318 of 1958

- (28) Under the terms of Act 318 of 1958, of the Regular Session of the Legislature of the State of Louisiana, all things being equal, preference must be given to either (1) firms doing business in the State of Louisiana or to (2) Products produced (or) grown (or) manufactured in the State.

Before any bill for supplies shall be paid to any nonresident firm, a statement in writing shall be submitted by the seller to the effect that his firm has paid all taxes duly assessed by the State of Louisiana and its political subdivisions, including franchise taxes, privileges taxes, sales taxes and all other taxes for which it is liable to the State and its political subdivisions.

RIGHT TO AUDIT

- (29) The Board shall have the right to audit by its personnel or its authorized representative, at all reasonable times, any and all records pertaining to the administration of this Contract by the Contractor, including its records of any subcontractor(s) employed on the Contract. Such records shall be made and kept by the Contractor in accordance with generally accepted accounting principles and practices. Records shall include, but are not limited to, accounting records, daily reports, correspondence and subcontract files (hard copies as well as computer readable data, if it can be made available). Records subject to audit shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to cost and/or change order requests associated with

this contract. The Board also reserves the right to interview employees, make photocopies, inspect any and all records at a reasonable time for a minimum of three (3) years after completion of the project or formal acceptance by the Board of the contract. Contractors shall be required to retain such files of the project as described herein for a minimum of three (3) years after completion of the project or formal acceptance of the Contract by the Board.

(30) **INSURANCE**

The Vendor shall maintain at his own expense and in good standing, such insurance as will protect itself, the Sewerage and Water Board of New Orleans (the Board), the City of New Orleans (the City), their officers, officials, employees, boards, commissions, and volunteers, as well as any sub-contractors, including any subcontractor performing shipping and delivery as a part of this transaction, from and against any and all claims for damages to public or private property or personal injury, including death, to employees or the public, which may arise from any operations under this contract or any of its subcontracts. The coverage shall contain no special limitations on the scope of protection afforded to the Board or the City. Both the Board and the City shall appear as "Additional Insureds" on all Commercial General Liability and Business Automobile Insurance. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Board and the City, their officers, officials, employees, boards and commissions, and volunteers. The vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The Vendor, any subcontractors, and their insurers shall agree to waive all rights of subrogation against the Board, the City, and their officers, officials, employees, boards and commissions, and volunteers for losses arising from work performed by the Vendor for the Board and the City. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Risk Manager of the Sewerage and Water Board of New Orleans.

In general, insurance is to be placed with insurers with an A.M. Best's rating of A-: V, although this requirement may be reviewed and modified by the Risk Manager of the Sewerage and Water Board of New Orleans in the best interest of the Board. The Risk Manager may also consider performing such review upon the request from the contractor. The contractor shall furnish the Sewerage and Water Board of New Orleans with certificates of insurance affecting coverage required by this contract.

The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates of insurance are to be received and approved by the Risk Manager of the Sewerage and Water Board of New Orleans before work commences. The Sewerage and Water Board of New Orleans reserves the rights to require complete, certified copies of all required insurance policies at anytime.

The following are the types of insurance policies and the minimum limits of insurance coverage which shall be maintained by the Contractor during the entire term of this Contract:

NOTE: Minimum limits must be received unless prior approval is received by the Purchasing Agent. These minimum limits may be reached by combining a required primary policy limit with an umbrella policy limit. This combination of policy limits must meet the \$1,000,000 commercial general/ automobile/ employers liability/ umbrella requirement.

- (a) WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE, as will protect him from claims under Workers' Compensation Laws. The Workers' Compensation section of the policy shall afford Statutory Limits and be in accordance with all Louisiana Workers' Compensation Statutes. The Employers Liability limit shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee/ policy limit for bodily injury by disease. Whenever any vessel or floating equipment is involved, the insurance shall afford coverage under the Federal Longshoremen's and Harbor Workers' Act, and shall also include protection for injuries and/ or death to Masters and Members of the crews of vessels with statutory limits in accordance with the Jones Act.
- (b) COMMERCIAL GENERAL LIABILITY INSURANCE, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate including Explosion, Collapse, and Underground Property Damage Hazards. The Products-Completed Operations aggregate limit shall not be less than \$1,000,000 each occurrence. The general aggregate limit shall apply separately to this project.
- (c) BUSINESS AUTOMOBILE INSURANCE, which shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The limit of liability shall not be less than \$1,000,000 each accident for all injuries, property damage, and/ or death resulting from any one occurrence.

In addition, the Vendor shall be required to furnish the Risk Manager of the Sewerage and Water Board of New Orleans all copies of investigative reports with regard to any and all claims filed with the Vendor and his insurance carriers relative to the contract, with the exception of claims filed against his Workers' Compensation Insurance. Such reports shall include date, location, and description of loss as well as amounts of settlements or judgments in order that annual aggregate limits may be monitored by the Sewerage and Water Board of New Orleans for the Vendor's compliance with these specifications.

The furnishing of insurance as provided above shall not relieve the Vendor of his responsibility for losses not covered by insurance. Prior to the signing of the contract, evidence of all applicable insurance satisfactory to the Board shall be filed with the Risk Manager of the Sewerage and Water Board.

All policies shall be in insurance companies authorized to do business in Louisiana and shall remain in full force and effect until the final completion of the work and acceptance thereof by the authority of the Board.

The Vendor and/ or his insurer shall notify the Risk Manager of the Sewerage and Water Board of New Orleans at least thirty (30) days in advance of any insurance coverage to be cancelled or of any insurance coverage that will expire. The Vendor shall simultaneously furnish the Board evidence of new coverage to be effective the same day and hour of the expired or canceled coverage. In event the Vendor fails to submit this evidence of new coverage five (5) days prior to cancellation date or expiration date of any policy or policies, the Sewerage and Water Board will obtain the required coverage to become effective on the date of cancellation or expiration of said policies. The cost of such new coverage shall be at the expense of the Vendor and any expenditure incurred by the Board for this coverage will

be deducted from any balance due to the Vendor. Should the Board be unable to secure new coverage to take the place of the expired or canceled policy or policies, a "stop work" order will be issued and all work on the contract shall cease on the same date and hour as the coverage ceases. Should the Vendor fail or refuse to secure coverage within five (5) days after the date of the "stop work" order, then in such case the Vendor shall be declared to be in default, and the contract between the parties shall be considered canceled and of no force or effect between the parties reserving all rights of the Board against the Vendor and his surety.

If this transaction requires the Vendor or any sub-contractor's employees to enter Sewerage and Water Board facilities or job sites, a senior employee of the contractor will review the Sewerage and Water Board Safety Orientation Notice (Notice), and will explain this Notice to every employee who will enter Board facilities. This Notice is included as a part of the specifications for this contract.

If this transaction involves the handling or delivery of hazardous materials, the contractor shall ensure that he or any deliverer is at all times in compliance with the OSHA and EPA standards that are most applicable to management of the potentially damaging substance.

The Contractor shall also ensure that the manufacturer of the materials used in this project maintains the appropriate product liability insurance.

(31) **INDEMNIFICATION**

To the fullest extent permitted by law, the Vendor shall indemnify, hold forever harmless, and defend the Board, its officers, agents, employees, representatives and insurers from any and all claims, demands, suits, money judgments, costs and expenses arising out of any accident, injury or damage to, loss of property or life or personal injury during the performance of this contract, growing out of, resulting from, or by reason of any act or omission by the Vendor, his agents or employees.

The Vendor shall further indemnify and hold the Board harmless from any and all claims and liens for labor, services or materials furnished to the Vendor in connection with the performance of this contract.

Limitations by statute as to workers' compensation or any other benefits payable by or on behalf of the Vendor to any injured party shall not limit the Vendor's indemnification of the Board under this agreement.

(32) **WORKERS' COMPENSATION**

Vendor herein expressly agrees and acknowledges that it is an "independent contractor" as defined in LSA R.S. 23:1021(6). That its employees shall not be considered employees of the Board for workers' compensation coverage, and that the Board shall not be liable to the Vendor or its employees for any workers' compensation benefits or coverage.

(33) **EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE**

Vendor herein expressly agrees and acknowledges that it is an "independent contractor" as

defined in LSA R.S. 23:1472(12)(E), that neither the vendor nor any one employed by the vendor shall be considered an employee of the Board for the purpose of unemployment compensation coverage.

(34)

**POLICY TO ENHANCE THE USE
OF
DISADVANTAGED BUSINESS ENTERPRISE (DBE) VENDORS**

It is the policy of the Board to encourage all vendors/contractors to identify and use S&WB certified DBE vendors to the fullest extent possible, even when a definitive DBE participation goal has not been established by the Board for a specific contract.

Contractor agrees to use its best efforts to carry out this policy by utilizing the current listings of approved DBE vendors available at the Board's website at www.swbno.org, or link to https://www.swbno.org/business_disadvantagedbusinessprogram.asp

TECHNICAL SPECIFICATIONS

(35) **Approval and Certification**

It is the intention of the Sewerage and Water Board to accept bids only from vendors or manufacturers whose Lime conforms to the current version of AWWA Standard B202. The Lime must also be certified as suitable for the treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals-Health Effects. Verification of NSF Standard 60 certification must also be included within the completed bid package.

(36) **Shipment, Delivery, And Quantity Requirements**

Item 1

Furnish approximately three thousand five hundred (3,500) tons of Lime for delivery, F.O.B., Carrollton Water Plant, Eagle Street Switch, New Orleans, Louisiana, in hopper bottom steel rail cars (suitable for unloading from the bottom by screw conveyor). *It is essential that the rail cars be thoroughly cleaned before loading.* Any rail car that arrives with excess Lime spilled on the top of the car will not be accepted by the Board until properly cleaned. Cleaning expenses as well as excess demurrage fees will be the responsibility of the Contractor. Any Contractor that repeatedly ships rail cars with excess Lime spilled on top will be placed in default of the Contract.

- (37) Approximately six hundred (600) tons of Lime can be stored by the Carrollton Water Plant under present conditions. The quantity of Lime used will be fairly constant from day to day, but will vary with the seasons of the year and with the character of the water of the Mississippi River.
- (38) The unloading equipment at the Carrollton Water Plant can economically handle a maximum of three hundred (300) tons per week. If more than this quantity is delivered in any one week, the Contractor shall be required to furnish satisfactory evidence that he has not released more than three hundred (300) tons for shipment to the Carrollton Water Plant. If the Contractor fails to furnish satisfactory evidence, any or all demurrage charges resulting from over shipment shall be charged to the Contractor, and the amount of this demurrage shall be retained by the Board from any money due or to become due the Contractor.
- (39) It is absolutely essential that the quantity of Lime requested be supplied at a fairly uniform rate each week so as to maintain a reasonable quantity of inventory. If for any reason the Contractor should fail to deliver as required, the operation of the Carrollton Water Plant and the quality of the potable water produced would be seriously affected. In case of failure on the part of the Contractor to make deliveries as called for above, and if such failure to deliver on the part of the Contractor shall result in the endangering of the proper operation of the Carrollton Water Plant (such conditions being deemed to exist when the quantity of Lime in inventory at the Chemical Building becomes less than three hundred (300) tons, the Board may exercise its option as specified in Paragraph 21 of these Specifications.

Item 1 Alternate

- (40) Furnish and deliver approximately three thousand five hundred (3,500) tons of Lime for delivery, F.O.B., Carrollton Water Plant, Chemical Building, 8800 S. Claiborne Ave., New Orleans, Louisiana, in hopper bottom "Butler" type or equivalent pneumatic trailers, with a twenty (20) ton capacity, complete with the high velocity blower capable of unloading into the Board's bulk storage tanks at a rate of approximately twenty (20) tons per hour.
- (41) Pneumatic trailer deliveries must be made between the hours of 8:00 A.M. and 2:00 P.M. on regular working days. Truck drivers making deliveries shall notify Plant personnel of their arrival, and shall not connect to the Board's storage tanks until authorized by a representative of the Chemical Building. *It is essential that trailers be thoroughly cleaned before loading.* At least twenty-four (24) hours notice prior to delivery must be made for Board personnel to prepare to receive a shipment.
- (42) Approximately six hundred (600) tons of Lime can be stored by the Carrollton Water Plant under present conditions. The quantity of Lime used will be fairly constant from day to day, but will vary with the seasons of the year and with the character of the water of the Mississippi River.
- (43) Orders for Lime shipments will routinely be placed on a weekly basis, however, the unloading equipment at the Carrollton Water Plant can only handle a maximum of four (4) trailer loads of approximately twenty (20) tons each of Lime per day. It shall be the responsibility of the Contractor to ensure that no more than this quantity is delivered to the Carrollton Water Plant in any one day, unless specifically directed by Board personnel. Shipments in excess of four (4) per day may be rejected by the Board, and any demurrage, layover or return freight charges will be for the account of the Contractor.
- (44) It is absolutely essential that the quantity of Lime requested be supplied at a fairly uniform rate each week so as to maintain a reasonable quantity of inventory. If for any reason the Contractor should fail to deliver as required, the operation of the Carrollton Water Plant and the quality of the potable water produced would be seriously affected. In case of failure on the part of the Contractor to make deliveries as called for above, and if such failure to deliver on the part of the Contractor shall result in the endangering of the proper operation of the Carrollton Water Plant (such conditions being deemed to exist when the quantity of Lime in inventory at the Chemical Building becomes less than three hundred (300) tons, the Board may exercise its option as specified in Paragraph 21 of these Specifications.

BID SAMPLES

- (45) The Contractor shall furnish two (2) ten pound samples of the type of Lime. These samples must be hermetically sealed in a metal container, and properly labeled as to Requisition number, type of Lime, and name of the bidder. These samples will be used as standards for the type and quality of Lime to be shipped under this contract. If any doubt exists as to the acceptability of this Lime exists, the Board may request samples as large as one rail car or truck load, the Contractor to be reimbursed for this Lime at bid price. Bids from Contractor who fail to submit samples, or whose samples do not meet specifications as called for herein will not be considered. The Contractor should obtain a dated receipt signed by a Board representative as proof that the samples were delivered as specified herein. All samples submitted become the property of the Sewerage and Water Board. These samples should be submitted to the following address no later than the bid opening time:

Carrollton Water Plant
Chemical Building
8800 S. Claiborne Avenue
New Orleans, Louisiana 70118
Attn. Melvin Reis Jr.

CHEMICAL AND PHYSICAL REQUIREMENTS

- (46) These specifications are for furnishing and delivering pebble Lime for use in the treatment of municipal water supplies. The Lime herein shall be the product resulting from the calcination of limestone, and shall consist essentially of calcium oxide. It shall be freshly burned, and shall be substantially free of carbonate solids, siliceous residue, and over burned, recarbonated, or hydrated lime. It shall be of the quality known as "quick slaking", and shall slake satisfactorily, readily disintegrating into a suspension of finely divided material without the production of objectionable amounts of undissolved or unslaked material.
- (47) The Lime supplied shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming water that has been properly treated with Lime. The method of production shall yield a product in which the following impurity levels are not exceeded:

<u>IMPURITY</u>	<u>MAXIMUM LEVEL</u>
Arsenic	10 ppm
Cadmium	2 ppm
Chromium	10 ppm
Lead	10 ppm
Selenium	2 ppm
Silver	10 ppm

- (48) The Lime furnished shall be produced of such size, or crushed and screened so that none shall be retained on a three-quarter (3/4) inch screen opening, no greater than twenty five percent (25%) by weight shall pass through a one-eighth (1/8) inch screen opening, and no greater than five percent (5%) by weight shall pass through a 100 mesh sieve.
- (49) Two (2) one pound samples per rail car or trailer will be collected. The samples will be taken in the full flow of Lime from the hopper, after the hopper is half empty, or from the trailer hatch prior to unloading, as appropriate. Samples from multiple truck deliveries in one day will be analyzed as a single sample. In the sample to be analyzed, each truckload will be considered an equal aliquot. These samples will be placed in airtight jars for analysis. One of the samples may be analyzed by the Board, and the other saved for a period of two (2) months, and if requested, sent to the Contractor.

PROCEDURES FOR ANALYSIS OF LIME

- (50) Available calcium oxide is defined as that constituent which enters in the reaction under conditions of the Rapid Sugar Method. Chemical analysis of available calcium oxide will be performed in accordance with the procedure specified in AWWA Standard B202. The Slaking Rate test shall be performed as specified in AWWA Standard B202. Sample results obtained from the modification of these procedures will not be accepted.

BASIS FOR REJECTION

- (51) Any Lime shipments which fail to conform to AWWA Standard B202 specifications or those listed herein will be rejected.

The basis for rejection shall be:

- (a) Available calcium oxide content of less than eighty five percent (85%).
- (b) Failure of Lime to produce more than a ten degree Centigrade (10°C) temperature rise within three minutes during a slaking test.
- (c) More than five percent (5%) insoluble matter as determined by procedures in AWWA Standard B202.
- (d) Failure of the Lime to meet the size requirements specified herein.
- (e) Impurity levels in excess of those specified herein.

SPECIAL PROVISIONS

- (52) All bidders shall furnish the following information in the space provided for in the Proposal:
- (a) The Manufacturer's name and address.
 - (b) The point of shipment.

- (c) The location and capacity of the manufacturing facility.
- (d) The storage capacity of the plant.
- (e) The “Standard Transportation Commodity Code” (STCC Number) for the product.
- (f) The typical analysis of the material to be furnished.
- (g) The acknowledgment of the receipt of addenda, if issued.

(53) VOLUNTARY EXTENSIONS OF THE AWARD

If this bid is determined to be the lowest responsive and responsible bid, Bidder agrees to bid extensions of the award date by up to two (2) thirty-day periods in accordance with the provisions of Louisiana Revised Statute, Title 38, Section 2215 (A).

Agreed:

Name of Bidder
(type or print)

Signature of Bidder

Company Name

PROPOSAL

(54) MADE BY _____

ADDRESS _____

CITY, STATE AND ZIP CODE _____

DATE _____

____ do hereby declare that _____ the only person (____) interested in this proposal and that no other person than the one _____ herein named has _____ any interest herein or in the contract proposed to be taken; that it is made without any connection with any person or persons making proposal for the same material, and that it is in all respects fair and without collusion or fraud; also that no member of the Sewerage and Water Board or of the City Council of the City of New Orleans or any officer or employee of the City of New Orleans of the several Boards thereof, who are by law excluded from participation herein, are directly or indirectly interested herein or in furnishing the material to which it relates or in furnishing bond or in any portion of the profits hereof. And _____ do further declare that _____ have carefully examined the annexed specifications and hereby propose to furnish Lime called for in the specifications and in the manner and under the conditions required at prices stated herein, which are words and figures as follows:

Item 1

- (55) Furnishing approximately three thousand (3,500) tons of Lime in hopper bottom railcars, F.O.B., Carrollton Water Plant, Eagle Street Switch, New Orleans, LA as specified herein.

FOR THE UNIT PRICE (per ton) OF _____
_____ DOLLARS (\$ _____)

TOTAL FOR 3,500 tons(\$ _____)

Item I - Alternate

- (56) Furnishing approximately three thousand five hundred (3,500) tons of Lime in pneumatic trucks, F.O.B., Carrollton Water Plant, 8800 S. Claiborne Avenue, New Orleans, LA as specified herein.

FOR THE UNIT PRICE (per ton) OF _____
_____ DOLLARS (\$ _____)

TOTAL FOR 3,500 tons(\$ _____)

AFFIDAVIT

- (57) In accordance with Louisiana Revised Statute 38:2227 the following affidavit shown on the next page must be submitted with the bid. Failure to do so will render the bid non-responsive. **Please note, THE AFFIDAVIT MUST BE NOTARIZED.**

**AFFIDAVIT
STATE OF LOUISIANA
PARISH OF ORLEANS**

AFFIDAVIT

BEFORE ME, the undersigned authority, duly commissioned and qualified and sworn in and for the State and Parish aforesaid, personally came and appeared _____ who after being duly sworn, did depose and say as follows:

1. He/she is the _____ (title) of _____ (company);
2. He/she has not been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes, or equivalent federal crimes, listed in Louisiana Revised Statute 38:2227, specifically: public bribery, corrupt influencing, extortion, money laundering, theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractors misapplication of payments, malfeasance in office.
3. The contracting entity, person or corporation whose principal(s), member(s), and /or Officer(s) have, within the preceding 5 years, not been convicted or plead guilty to, a felony under state or federal statutes, for embezzlement, theft of public funds, bribery, falsification or destruction of public records; (City Code Section 2-8)
4. The following is a list of individual partners, incorporators, directors, managers, officers, organizers, or members who have a minimum ten percent interest ownership interest in the bidding entity:

_____ (name)	_____ (name)
_____ (name)	_____ (name)
_____ (name)	_____ (name)

5. No other persons hold an ownership interest in the bidding entity via a counter letter.
6. None of the above named individual partners, incorporators, directors, managers, officers, organizers, or members, who has a minimum ten percent interest ownership in the bidding entity, been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes, or equivalent federal crimes, listed in Louisiana Revised Statute 38:2227, specifically: public bribery, corrupt influencing, extortion, money laundering, theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractors misapplication of payments, malfeasance in office.
7. He/she is not delinquent on any taxes owed the City of New Orleans or fees/charges to the Sewerage and Water Board. (City Code Section 2-8)

The following sections apply only to Public Works Contracts:

8. In accord with LA Revised Statute 38:2212.10 the entity represented herein is registered and participates in the "Status verification system" of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324(a), known as the "E-Verify" program to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
9. The entity represented herein shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
10. The entity represented herein shall require all subcontractors to submit to the contractor a sworn affidavit verifying compliance with the Status verification system.

WITNESSES:

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____ 20____.

**NOTARY PUBLIC
No.)**

(Print Notary Name and Notary Id. No. or Bar Roll

(58) **Special Information Requested in Specifications:**

MANUFACTURER _____

ADDRESS _____

CITY, STATE, AND ZIP CODE _____

POINT OF SHIPMENT _____

LOCATION AND CAPACITY OF PLANT _____

STORAGE CAPACITY OF PLANT _____ TONS

STANDARD TRANSPORTATION COMMODITY CODE _____

(59)	<u>Lime</u>	<u>Typical Analysis</u>
	Calcium Oxide	_____ %
	Insoluble Matter.	_____ %
	Temperature Rise (3 min.).	_____ °C
	Arsenic	_____ ppm
	Cadmium	_____ ppm
	Lead	_____ ppm
	Selenium	_____ ppm
	Silver	_____ ppm
	Fluoride	_____ ppm

(60) _____ enclose with this proposal a _____ as required in the amount of five percent (5%) of the total amount of the proposal of \$_____ made payable to the Sewerage and Water Board of New Orleans, which _____ hereby forfeit as liquidated damages to the Sewerage and Water Board, in event of failure to enter into a contract with good and solvent bond for the full amount of the contract in a surety company legally authorized to do business in the State of Louisiana and acceptable to the Sewerage and Water Board.

(61) IF BIDDER IS A CORPORATION, FILL OUT THE FOLLOWING:

NAME OF PRESIDENT _____

NAME OF SECRETARY _____

THE NEW ORLEANS OR NEAREST REPRESENTATIVE: _____

NAME _____

NUMBER _____

CITY, STATE AND ZIP CODE _____

TELEPHONE EXCHANGE _____

(62) We _____ (have/have not) taken exception to these Specifications.

(63) In the event of possible price escalation, we certify that the final delivery price will not exceed _____ dollars.

Terms of Escalation: _____

(64) ADDENDA

The below signed acknowledges receipt of the following Addenda:

NO. _____ DATED _____

NO. _____ DATED _____

NO. _____ DATED _____

(65) SIGNATURE OF BIDDER

_____ hereby certify that _____ have received, read, and understand the attached S&WB Safety Orientation Notice and will comply with all provisions thereof, and will deliver the materials and/or services as specified herein at the quoted price and delivery time.

NAME _____
(PLEASE PRINT)

TITLE _____

ADDRESS _____

CITY AND STATE _____

TELEPHONE _____
(NORMAL) (WEEKENDS/HOLIDAYS)

SIGNATURE _____